

# Exhibit H

LAW OFFICES OF PAUL SAVAD & ASSOCIATES

LAW FIRM FEE POLICIES MEMORANDUM

JANUARY 2005

The purpose of this Memorandum is to inform you, as a client of the Law Firm, of our policies with regard to Law Firm billing for fees and other monies disbursed by us on your behalf. This Memorandum is included in your Retainer Agreement, all invoices and statements.

RETAINER

A Retainer is charged on most cases and is our minimum fee, and is not refundable (except in matrimonial cases). The Retainer is applied at the present standard hourly rates charged by the firm, and for out-of-pocket disbursements and other disbursements directly chargeable to your case. After the Retainer is completely applied to the foregoing, then you will receive bills from time to time which will detail the services rendered, time spent, hourly charge, and disbursements incurred. We also may establish a credit reserve for the Retainer for security for payment of fees and costs. We have the right to utilize a credit balance to offset fees and disbursements at any time.

HOURLY FEES

Our fees are up \$400 per hour for Paul Savad, and up to \$375 to \$300 per hour for other attorneys depending on their experience; and \$110 for Legal Assistants. In all events this Fee Policy Statement shall be included in our Retainer Agreement and every invoice, by reference.

In the computation of billable time and fees for attorneys and assistants, it is the practice of the Law Firm to assign "Minimum Time Values" to certain services to cover the various costs of preparation, such as photocopies, faxing of documents, and for secretarial time and non-specific assistants' time and incidental phone calls, to over the Law Firm general overhead. Generally the cost of travel, tolls, parking, etc. are

included. Such Minimum Time Values include, but shall not necessarily be limited to, the following tasks and assigned hourly charges:

a.	Telephone Calls	.25 hours
b.	Correspondence	.50 hours
	Short letters	.25 hours
c.	Pleadings and other papers in a lawsuit	1.00 hour
d.	Evening Meetings	2.00 hours
e.	Client Conference	1.00 hours
f.	Telephone Calls with Experts or witnesses	.50 hours
g.	Set-up and organize files, recover files from storage	.50 hours
h.	Memoranda to files re: meetings, depositions, facts, etc.	.50 hours
I.	Filings with courts and clerks, etc.	.50 hours

Likewise, time spent by an attorney out of the office may be billed based upon fractional portions of the day, such as the following hourly charges and tasks:

a.	One-Half Day	4 hours
b.	Full Day	8 hours
c.	Full Day and Preparation for a Meeting, or Trial, or Other Court Proceeding	10 hours
	Half Day	5 hours
d.	Court Conference	2 hours

In addition you will be charged for Legal Assistants' time in hourly intervals for extensive document preparation, copying, collating and setting up exhibits to documents and motions, and out of office activities.

The above Minimum Time Values are minimum time charges, which may be exceeded based upon the actual time rendered.

Travel Time is billed at hourly rates unless included in tasks for which time values are assigned.

When and if the time rendered by attorneys and assistants exceed the Retainer paid, you will be liable for an additional fee for each additional hour of service.

It is important that you understand that often office conferences, meetings, etc. are held with more than one firm attorney present. This is absolutely necessary for us to properly represent you, and for Paul Savad, Esq. to use his time effectively. In such events you will be billed for each attorney at conferences, meetings, etc.

If you should decide to discontinue utilizing the services of the Law Firm, prior to case resolution, or in the event of a settlement, then you shall be liable to the firm for fees computed as set forth above, except that the minimum fee is the amount of the initial Retainer (except in matrimonial cases).

The Law Firm Retainer does not include any work in Appellate Courts, other matters, agreements outside the scope of the original work, any other actions or proceedings, or out-of-pocket disbursements to experts and investigators. Also, the Law Firm may require an additional retainer equal to the amount of your original retainer for a new matter, agreement, or intensive trial preparation and conduct of a trial.

The Law Firm reserves the right to require a lump sum payment of fees in advance of an activity which will require a number of hours over a short period of time. The lump sum payment shall be deemed an additional retainer payment against which fees and disbursements shall be charged.

**"OUT-OF-POCKET" DISBURSEMENTS**

Out-of-pocket disbursements include, but are not necessarily limited to, costs of filing papers, Court fees, expert witnesses, consultants, accountants, actuaries, appraisers, express mail, calendar service, process service, witness fees, court reporters, long-distance telephone calls, travel, and parking normally made by the Law Firm, or requested by you. Disbursements shall be paid, or reimbursed, to the Law Firm upon request.

**PAYMENT OF FEES**

In order to give your matter the diligent attention of the firm, invoices must be paid within ten (10) days of the date rendered.

If you do not pay an invoice within ten (10) days, the firm may treat your failure to do so as your decision to terminate its services, and we may withdraw as your attorneys, upon written notice to you by certified mail at your address, and we shall immediately be permitted to stop performing legal services on your case. In such event, you will not be relieved of any obligations to pay for services rendered, and to be rendered to protect your case, and disbursements incurred. Any failure to pay an invoice within thirty (30) days, shall automatically, at the option of the Law Firm, be deemed as notice by you of discharge of the Law Firm from performing any future services.

Invoices will be rendered to you monthly during active periods, or sooner if after the occurrence of any major intensive event, or the expenditure of a substantial amount of time, or after the conclusion of your case.

Fixed monthly fees shall be due and payable on the first day of each month, and the firm shall not be required to send you an invoice or statement. In such case, you shall be required to maintain your own records and reminders to make payments timely.

In the event a dispute is resolved in litigation or arbitration, you agree to pay nine (9%) interest on the total due to us from the date of the invoice(s) to the date of payment.

INCREASE IN FEES

Each calendar year but not sooner than 12 months after the date of your Retainer Agreement, our hourly fees may increase. You will not be charged more than a 10% increase for pending cases.

PERSONNEL

The firm from time to time may have an Attorney other than Paul Savad, Assistant, Associate, or Co-counsel appear on your behalf, at meetings, Court appearances, and for the preparation of pleadings, agreements, memoranda of law, and other documents. In all events, Paul Savad, whom you have hired to be your attorney will, of course, be responsible to supervise those persons who will participate in the handling of your case. Paul Savad is free to determine in his exclusive discretion as to which attorney shall handle each aspect of your case.

In order to efficiently and quickly handle your case, Paul Savad, confers with his associate attorneys to whom research and other tasks are delegated, under his supervision. This often requires Paul Savad and one or more of his associate attorneys to attend meetings with and without the client present. As a result you may be invoiced for office conferences, depositions, court appearance, outside meetings, etc. for both Paul Savad and one or more associate attorneys. We believe that our "team" approach to your case results in savings of fees, improved services and better case results.

Please do not hesitate to ask the attorney, with whom you are dealing, or Paul Savad, to answer any specific questions that you may have.

ARBITRATION

In the event that a dispute arises between us relating to our fees, you have the right to arbitration of the dispute pursuant to Part 137 of the rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Thank you for the opportunity to be of service to you.

PAUL SAVAD, ESQ.